

**Mini-Grant Participation Agreement**  
**FY 2011-2012**

This Participation Agreement (the "Agreement") is entered into by and between the City of Hallandale Beach/~~Community Redevelopment Agency~~ (City or Grantor), and Holocaust Documentation and Education Center, Inc. (Grantee) this 27<sup>th</sup> day of October.

**WHEREAS,** Grantee the City of Hallandale Beach ~~and Community Redevelopment Agency~~ (City) through the 2011-2012 Fiscal Year Budget has grant funds to support Community Partnership programs and services that will benefit the residents of Hallandale Beach; and

**WHEREAS,** The intent of this funding is to allocate resources to individuals, schools or community based organizations that support meaningful community service projects and service learning opportunities.

**NOW, THEREFORE,** the parties hereby agree as follows:

1. **Mini-Grant Award-** The City of Hallandale Beach hereby grants to Grantee a Community Partnership Mini-Grant in an amount not to exceed \$ 5,000.00. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Funding is to allocate resources to individuals, schools or community based organizations that support meaningful community service projects and service learning opportunities to the City of Hallandale Beach, Florida. Grantee shall provide a student awareness one-day conference at Hallandale High School.
2. **Documentation and Recordkeeping –**
  - a. Grantee shall provide the City with an annual report (Exhibit A) detailing how the funds were utilized to benefit the City of Hallandale Beach. Said report is due by August 30, 2012 or 45 ~~days~~ from the date of completion of the program, whichever is sooner. Said report ~~is~~ should be sent to the City Manager, Attn: Community Partnership Mini-Grant, 400 S. Federal Highway, Hallandale Beach, FL 33009.
  - b. Grantee shall maintain all records related to performance of this agreement, including dates of food distribution, names of Grantees, number of individuals and/or families served, eligibility criteria, and number of members in family household. Such records shall be available for a period of three years from the date of receipt of final payment under the Agreement, for inspection and audit by representatives of the City, at any reasonable time and place. If audit findings have not been resolved, the records must be retained beyond the three-year period as long as required for the resolution of the issue raised by the audit.
3. **Promotion of Program Services** Grantee agrees to promote the City if applicable when marketing, website, media opportunities, etc. The Grantee further agrees to assist the City in making a strong case for Community partnerships by providing timely, accurate data as requested regarding social service needs.
4. **Assignment** - Neither this Agreement nor any right or obligation provided for by this Agreement shall be assigned by the Grantee without the consent of the City.

5. **Charitable Purpose** - Activities under this Agreement will not be used for the purpose of profit.
6. **Amendments**- This Agreement may only be amended upon the written agreement of both the City and the Grantee.
7. **Governing Law** - This Agreement shall be governed by the laws of Florida and of Broward County. Any action for breach, enforcement, interpretation, or arising out this Agreement shall be brought only in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, and the parties agree to submit to the jurisdiction of that Court.
8. **Indemnification** - Each party assumes responsibility for the negligence of its own respective employees, appointees, or agents; and, in the event of any claims for damages or lawsuits for any remedy, each party will defend its own respective employees, appointees, or agents. To the fullest extent permitted by law, the Grantee agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, of the Grantee or persons employed or utilized by the Grantee in performance of the Agreement.
9. **Compliance with Laws** - Grantee shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
10. **Representation of Authority** - Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.
11. **Multiple Originals** - Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on the 14, day of July, 2011, and HOLOCAUST DOCUMENTATION signing by and through its VICE-PRESIDENT duly authorized to execute same. EDUCATION CENTER INC.

**CITY**

By [Signature]  
Mark Antonio, City Manager

Date: 11/1/11

**GRANTEE**

By: Rosetta E. Kenyberg, Pres.  
Authorize representative

Date: 10/27/11

Rosetta E. Kenyberg, Pres.  
(Print Name/Title)

[Signature]

[Signature]  
10/31/11

**EXHIBIT A**  
**FY 2012 - COMMUNITY PARTNERSHIP MINI-GRANT**  
**ANNUAL REPORT**

**Agency Name** \_\_\_\_\_

**Reporting Period:** \_\_\_\_\_ **Date Report Due:** \_\_\_\_\_

**A. Project Information:**

Project Name		
Person Preparing the Report/ Job Title		Phone #
Project Start-Up Date		
Number of participants served during this period	Hallandale Beach Residents	Non- Hallandale Beach Residents
Participant Status to Date	Active	Terminations: _____ Successful _____
Project Completion Date		Number Served
Amended Completion Date (if applicable)		

**B. Project Cost**

Total Project Cost		Funds Expended	Percentage
City Funding	\$	\$	%
Other Funding (specify source below)	\$	\$	%

**Average Price per Student for Awareness Day at Hallandale High School \$** \_\_\_\_\_

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**EXHIBIT A**

**Provide detailed summary of program: (additional pages may be attached if needed):**

[illegible]